

District Council 9, International Brotherhood of Painters and Allied Trades, AFL-CIO and We're Associates, Inc. Case 29-CC-1257

September 16, 1999

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND BRAME

On February 22, 1999, Administrative Law Judge Steven Fish issued the attached decision. The Respondent filed exceptions and a supporting brief, the General Counsel filed a brief in support of the judge's decision, the Charging Party filed an answering brief, and the Respondent filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions, and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, District Council 9, International Brotherhood of Painters and Allied Trades, AFL-CIO, New York, New York, and Islip, New York, its officers, agents, and representatives, shall take the action set forth in the Order.

Richard A. Bock, Esq., for the General Counsel.

Carl Rachlin, Esq. and Mercedes Maldonado, Esq. (O'Donnell, Schwartz, Glanstein & Rosen, L.L.P.), of New York, New York, and *Richard Koehler, Esq. (Dienst & Serrins, LLP)*, of New York, New York, for the Respondent.

Richard Ziskin, Esq. (Law Office of Robert Ziskin), of Commack, New York, for the Charging Party.

DECISION

STATEMENT OF THE CASE

STEVEN FISH, Administrative Law Judge. Pursuant to charges filed by We're Associates, Inc. (the Charging Party or We're), the Regional Director for Region 29 issued a complaint and notice of hearing on August 28, 1998,¹ alleging that District Council 9, International Brotherhood of Painters and Allied Trades, AFL-CIO (the Respondent or D.C. 9) violated Section 8(b)(4)(i) and (ii)(B) of the Act, by in substance, unlawfully picketing We're on July 7, with an object of forcing We're to cease doing business with Gary & George Bronze Painting and Paperhanging Contracting Corp. (Bronze) and Vincent Bonomo Painting Corp. (Bonomo).

The trial with respect to the issues raised by the complaint was held before me on October 28.

¹ All dates are in 1998 unless otherwise indicated.

On the entire record,² including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the parties, I make the following

FINDINGS OF FACT

I. JURISDICTION

Bronze and Bonomo are both New York corporations engaged in the business of painting and paperhanging for residential and commercial customers. Each of them, during the past calendar year, purchased and received goods, products, and materials valued in excess of \$50,000 directly from enterprises located outside the State of New York.

We're is a New York corporation with its principal office and place of business located at 100 Jericho Quadrangle, Jericho, New York, and with other facilities, including one located at One Huntington Quadrangle, Huntington, New York (the Huntington facility), where it is engaged in the ownership and maintenance of office buildings. During the past calendar year, We're derived gross revenues in excess of \$100,000, of which in excess of \$25,000 was derived from various tenants of the Huntington facility, each of which is directly engaged in interstate commerce and meets a Board standard for the assertion of jurisdiction, exclusive of indirect inflow or indirect outflow.

Respondent admits and I so find, that Bronze, Bonomo, and We're are employers and persons engaged in commerce within the meaning of Section 2(1), (2), (6), and (7) and Section 8(b)(4) of the Act.

II. LABOR ORGANIZATION

It is also admitted, and I so find that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. FACTS

Respondent, based on the testimony of its director of organizing and its agent, John Courtien, as well as its answer, admits that it has been engaged in a dispute with both Bonomo and Bronze since September 1997, because those employers do not employ members of Respondent, do not have a collective-bargaining agreement with Respondent, and do not maintain the area standards required by Respondent on behalf of painters and decorators.

In that connection, Respondent distributed leaflets at the homes of Vincent Bonomo and Gary Bronze, the owners of Bonomo and Bronze respectively, at We're owned buildings in Lake Success, New York, and at other companies that used Bonomo or Bronze, including Marriott Residence Inn, and Reckson Associates, another management company in competition with We're. These leaflets, which were addressed to the public, criticize these companies for using Bronze or Bonomo, and accuses Bronze or Bonomo of abusing their employees, and or paying them less than area standards established by Respondent.

Courtien admits that representatives of Respondent had asked Bronze and Bonomo to sign a contract with Respondent, and that Bronze and Bonomo had sent communications to Respondent declining to do so. Courtien further concedes that he had no communications with any representatives of Bronze or Bonomo concerning their firms paying area standards. Nor did

² I grant the General Counsel's motion to amend the transcript to reflect that Respondent withdrew its previous denials of pars. 1-9 of the complaint.

the record establish that Respondent made any investigation to determine whether Bronze or Bonomo paid area standards to its employees.

We're contracts out building refurbishment work at its various locations, including at its Huntington facility. It contracts out painting and paper hanging work to various contractors, which includes Bronze, Bonomo, as well as other companies. We're does not employ any of its own employees to perform this work, does not supply paint to these contractors, and has no authority to direct or dictate pay rates or other terms and conditions of employment of the employees of the contractors. The Huntington facility consists of office tenants, such as lawyers, accountants, and other tenants, but also includes a couple of stores on the lower level of the building.

At some point undisclosed by the record, Bronze and Bonomo began performing painting and paperhanging work at the Huntington facility. On May 27, Respondent began to picket and handbill at the Huntington facility, as well as at We're's Lake Success location. Shortly thereafter, We're set up a reserve gate system at both facilities. At the Huntington facility, We're designated reserved gate 1, which was located at the south entrance of Baylis Road, for "the exclusive use of the employees customers and suppliers of Gary and George Bronze Painting Paper Hanging Contracting Corp. and Vincent Bonomo, Inc." The sign further states that "all others should use Gate 2, located at Route 110, Broad Hollow Road."

Gate 2, which was located at the north entrance of the facility off of Route 110 and Broad Hollow Road, was reserved for everyone other than suppliers and customers of Bronze and Bonomo, and directs those doing business with these firms to use reserve gate 1.

By letter dated May 29, from We're's attorney, Respondent was notified that We're had set up reserve gates at both its Huntington and Lake Success facilities, and directed Respondent to limit any picketing or handbilling to the gates reserved for Bronze and Bonomo.

From the time that We're installed the reserve gate system, until July 7, Respondent neither picketed nor handbilled at the Huntington facility. Bonomo and Bronze as of July 7, had not been performing any work at the Huntington facility for at least a month. Nor did Bronze or Bonomo leave any trucks, materials, or equipment at the facility.

On July 7, at 8 a.m. Robert Bloom, We're's assistant vice president of operations received a phone call from a security guard at the Huntington facility, informing him that there was picketing at that location. Bloom immediately proceeded to the facility, arriving at around 9 a.m. Bloom observed 10 individuals about 25–30 feet from gate 2. At least 4 and perhaps more of these 10 individuals were carrying picket signs, but without sticks. The other individuals had handbills, and one had a bullhorn. Bloom recognized some of these individuals as agents of the Respondent from prior occasions.

Bloom observed these individuals walking back and forth and "milling" around with the signs. He observed them walking back and forth for a period of 15 minutes. Bloom also saw some of the individuals approach cars as the cars were coming into the facility and give out handbills. Bloom did not recall whether any of the individuals carrying signs approached the cars. Bloom also observed two to four individuals at gate 1 engaging in similar activity, i.e., picketing and handbilling.

Bloom also indicated that he saw several individuals at an island located at the north entrance of Route 110 who were dis-

tributing leaflets and who also carried signs. Bloom observed the individuals engaging in the above-described activity for approximately 30 minutes, after which he departed the premises. While some of the individuals left before Bloom, others remained even after Bloom left the facility.

Laura Braunstein, vice president of the Company that provides security to We're, was notified that there was picketing at the Huntington facility and was requested to come to the premises. She arrived at or around 9:30 a.m. Braunstein did not observe anyone picketing at gate 1. She did however observe three to four individuals with picket signs walking back and forth at the corner of Baylis and Route 110, about 500 feet from gate 1.

Braunstein then drove slowly along Route 110, heading north toward gate 2, and noticed several cars parked on the shoulder of the road, including one with a picket sign mounted on it. She stopped her car, and took a photograph of the car and the sign. The sign reads: "We're Associates uses paperhangers and contractors that are being investigated by the Federal Government for discrimination." According to Braunstein, the language on this sign was the same as the signs that the individuals were carrying at various sections of the facility as described above and below.

After taking the photograph, Braunstein continued on Route 110 and turned into the north entrance, gate 2. She observed three individuals carrying the same picket signs, about 20–30 feet away from the gate.³ They were walking back and forth with the signs and talking with each other. Braunstein also took several photographs of these individuals with the signs. Braunstein did not observe any individuals passing out leaflets. All of the individuals left the Huntington facility between 10:15 and 10:45 a.m.

Courtien conceded that he posted individuals with signs at various parts of the facility, including three individuals 20 feet from gate 2. According to Courtien, he instructed the individuals to just stand there with the signs, and to his recollection they followed his instructions for the most part, except for when they might walk over to talk to one another, or when it was necessary for them to go from one end of the facility to another. However, Courtien admitted that he left the facility at 9:30 a.m., and that when he left there were still individuals with signs remaining for some period of time.

Courtien also admitted that he did not see any equipment of Bronze or Bonomo at the Huntington facility on July 7, nor did any of his agents so inform him. Further, Courtien admitted that as far as he knew, neither Bronze nor Bonomo were working at the Huntington facility on that date. Finally, Courtien denied that any of the individuals distributed handbills on July 3, contrary to the testimony of Bloom.

IV. ANALYSIS AND CONCLUSIONS

A. Did Respondent Engage in Picketing on July 7

The first issue to be determined is if the evidence establishes that Respondent engaged in picketing at the Huntington facility on July 7. In that connection, the General Counsel notes that paragraph 16 of the complaint alleges that on or about July 7, Respondent, in furtherance of its dispute with Bronze and

³ Two of the individuals were standing on one side of the road, about 20 feet from gate 2, while the third individual was on the other side of the road, about 30 feet from the gate.

Bonomo, picketed outside gate 2, and at various other places on the jobsite, and then recites the language on the signs.

Respondent in its answer to this paragraph, states as follows:

Denies that District Council 9's dispute is solely with Bronze and Bonomo but is equally with We're Associates. Accordingly, the signs used on July 7, 1998 and at all times are accurate and truthful.

The General Counsel argues that Respondent's answer to this allegation does not deny that it picketed on July 7, and that therefore such failure to deny should be deemed an admission that it did so. I agree.

Section 102.20 of the Board's Rules and Regulations clearly states that any allegation in the complaint not specifically denied or explained in an answer "shall be deemed admitted to be true and shall be so found by the Board."

Here, Respondent in its answer did not specifically deny that it picketed on that day, and the explanation set forth in the answer gives no indication that it was even inferentially denying engaging in picketing. To the contrary, by denying that its dispute is solely with Bronze and Bonomo, and asserting that it also has dispute with We're, it is merely attempting to justify its picketing. Moreover, the answer makes specific reference to the signs used on July 7 being accurate and truthful, which infers an admission that it engaged in picketing. In any event, in my view, under no reasonable construction of that answer, can it be concluded that Respondent was denying that it engaged in picketing.

Therefore, I need go no further in my analysis to conclude, which I do that Respondent engaged in picketing at the Huntington facility on July 7. However, I do deem it appropriate to decide this issue based on record evidence as well, since such evidence overwhelmingly leads to the same conclusion.

Respondent in this regard argues that it engaged merely in a "demonstration," and not picketing, because it did not engage in "patrolling," as is the case in classic types of picketing situations. Respondent places reliance on the testimony of Courtien, who denies that representatives of Respondent were either "patrolling" or walking back and forth during that day. However, this testimony is contradicted by the credible and mutually corroborative testimony of Bloom and Braunstein that they observed individuals with picket signs walking back and forth for various periods of time on that day. I note that Courtien admitted that he left the facility at 9:30 a.m., and Braunstein's uncontradicted testimony establishes that the picketers remained at the facility until from 10:15 to 10:45 a.m. Therefore, crediting Braunstein and Bloom's testimony, clearly demonstrates that Respondent engaged in traditional picketing under any definition of the term.

Moreover, even if I were to credit Courtien's version of events, that the employees merely stood around with picket signs talking to each other, and occasionally walked from one end of the facility to the other, picketing has been proven. Respondent asserts that the absence of evidence that its representatives engaged in classic "patrolling" with the signs, establishes that no picketing has occurred. I do not agree.

It is well settled that patrolling either with or without signs is not essential to a finding of picketing. *Service Employees Local 87 (Trinity Building Co.)*, 312 NLRB 715, 743 (1993); *Mine Workers District 29 (New Beckley Mining Co.)*, 304 NLRB 71, 72 (1991); *Mine Workers District 12 (Truax-Traer Co.)*, 177

NLRB 213, 218 (1969); *NLRB v. Teamsters Local 182 IBT*, 314 F.2d 53, 58 (2d Cir. 1963).⁴

Thus, where groups of men are gathered around a sign, *Ironworkers Local 29 (Hoffman Construction Co.)*, 292 NLRB 562, 583 (1989), or are "milling around" carrying signs at entrances to facilities, *Service Employees Local 535 (Kaiser Foundation)*, 313 NLRB 1201 fn. 1 (1994), they are engaged in picketing.

Here, even under Courtien's version of events, Respondent's representatives were carrying signs, posted at entrances to the facility, and were "milling around" while carrying signs. Moreover, it was not disputed that Respondent mounted a sign on an automobile, and that its representatives confronted automobiles who were entering the facility. *Typographical Union Local 570 (Kansas Color Press)*, 169 NLRB 279, 283 (1962); *Mine Workers Local 1329 (Alpine Construction Co.)*, 276 NLRB 415, 431 (1985).

Accordingly, based on the foregoing analysis and authorities, I conclude that Respondent engaged in picketing at the Huntington facility of We're on July 7.

B. Was Respondent's Picketing Violative of the Act

The General Counsel contends that Respondent's primary dispute was with Bronze and Bonomo, and that We're was a secondary and a neutral employer that could not lawfully be enmeshed in Respondent's dispute with Bronze and Bonomo.

Respondent on the other hand argues that it has a primary dispute with We're (as well as a dispute with Bronze and Bonomo), because We're chose to employ Bronze and Bonomo to perform painting and paperhanging at its facilities.

However, since We're does not directly employ any painters or paperhangers, and no other connection between We're and Bronze or Bonomo has been established, as a matter of law, Respondent's primary labor dispute must be found to have been with the contractors who employ employees whom Respondent nominally represents. *Trinity*, supra at 744; *Omaha Building Trades Council (Crossroads Joint Venture)*, 284 NLRB 328, 334 (1997); *Cedar Rapids Building Trades Council (Siebke-Hoyt)*, 283 NLRB 1155, 1157 (1987); *NLRB v. Denver Building Trades Council*, 341 U.S. 675 (1951).

Since Respondent's picketing occurred in an office building complex, where the primary employer performs services, this is considered a common situs, and the lawfulness of the picketing must be analyzed under *Moore Drydock* standards.⁵ *Trinity*, supra at 743; *Melvin Simon*, supra at 334.

The evidence demonstrates that Respondent failed to comply with any of the four requirements in *Moore Drydock*. The first two criteria set forth there require the picketing to be limited to times when the situs of the dispute is located on the secondary's premises, and at the time of the picketing the primary employer is engaged in its normal business at the site.

Here, it is undisputed that the primary employers, Bronze and Bonomo, had not been engaged in any activities or work at the "common" situs for over a month, and that Respondent was aware of such fact. Therefore, the picketing of the Huntington facility in such circumstances evidences secondary objectives. *Trinity*, supra at 745; *San Francisco Building Trades Council (Goold Electric)*, 297 NLRB 1050, 1056 (1991).

⁴ The court of appeals there cited Webster's Dictionary to conclude that "movement is thus not requisite" in finding picketing.

⁵ *Sailors Union (Moore Drydock)*, 92 NLRB 547, 549 (1950).

Moreover, since We're established a valid reserve gate at the facility, and no evidence was introduced that the gate was misused or violated, Respondent was obligated to confine its picketing to the gate reserved for employees and customers of Bronze and Bonomo. Its admitted failure to do so, once more demonstrates a secondary objective, and violates the third requirement of *Moore Drydock*, that picketing be limited reasonably close to the location of the situs. *Goold Electric*, supra at 1056; *Hoffman*, supra at 583; *NLRB v. Service Employees Local 77*, 123 LRRM 3213, 3224–3225 (9th Cir. 1986).

Finally, Respondent has further violated *Moore Drydock* standards by failing to identify on its picket signs the primary employers, Bronze or Bonomo. *Trinity*, supra at 745; *Goold Electric*, supra at 1056; *Laborers Local 389 (Calcon Construction)*, 287 NLRB 570, 574 (1987); *Melvin Simon*, supra at 335.

The above evidence demonstrates conclusively that Respondent's picketing was unlawful and violative of Section 8(b)(4)(i) and (ii)(B) of the Act. I so find.

Respondent argues however that its picketing cannot be found to be unlawful, because its picketing was peaceful, and no evidence was presented that any work was interfered with, and its conduct is protected by the first amendment and or the proviso to Section 8(b)(4) of the Act. I disagree.

Since Respondent's conduct clearly had secondary objectives, and was violative of the Act, no actual impact on neutral's need be proven. *Operating Engineers Local 150 (Harmstra Builders)*, 304 NLRB 482, 484 (1991); *Carpenters Local 33 v. NLRB*, 873 F.2d 316, 322 (D.C. Cir. 1989); See also *Siebbe-Hoyt*, supra at 1157 (violation found despite the fact that no evidence was presented that picketing had any impact on business of secondary employer).

As for Respondent's first amendment contention, it is clear that a union does not have an independent first amendment right to picket in violation of Section 8(b)(4) of the Act. *Carpenters*, supra at 322; *Electrical Workers IBEW Local 501 v. NLRB*, 341 U.S. 694, 705 (1951).

Respondent's reliance on the proviso to Section 8(b)(4) is also misplaced, since the proviso applies only to "publicity other than picketing." Thus had Respondent restricted its activities to handbilling at the facility, its conduct might have been protected by the proviso, *Edward J. DeBartolo v. Florida Coast Building Trades Council*, 485 U.S. 568 (1988). However, since I have concluded above, Respondent engaged in picketing at We're's facility, it cannot rely on the proviso as a defense, *Teamsters Local 917 (Industry City)*, 307 NLRB 1419 fn. 3 (1992); *Melvin Simon*, supra at 334.

Accordingly, based on the foregoing analysis and authorities, I find that Respondent's picketing has violated Section 8(b)(4)(i) and (ii)(B) of the Act.

CONCLUSIONS OF LAW

1. We're Associates, Inc. (We're), Gary and George Bronze Painting and Paperhanging Contracting Corp. (Bronze), and Vincent Bonomo Painting Corp. (Bonomo) are employers and persons engaged in commerce or in an industry affecting commerce within the meaning of Section 2(1), (2), (6), and (7) and Section 8(b)(4)(i) and (ii)(B) of the Act.

2. District Council 9, International Brotherhood of Painters and Allied Trades, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. By Picketing at We're's Huntington facility, on July 7, 1998, at a time when Bronze and Bonomo were not working at

the facility, with picket signs that did not disclose the employer with whom Respondent had a primary dispute, and by picketing at gates reserved for neutral employers, Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act.

4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices in violation of Section 8(b)(4)(i) and (ii)(B) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action necessary to effectuate the policies of the Act.

The Charging Party requests that a broad remedial order is warranted here, because Respondent has been shown to have a proclivity to violate Section 8(b)(4) of the Act. *Sheet Metal Workers Local 28 (Astoria Mechanical)*, 323 NLRB 204 (1997); *Sheet Metal Workers Local 28 (Borella Bros.)*, 323 NLRB 207 (1997).

In that regard, the Charging Party asserts that Respondent's conduct is the "third instance within the past year in which it engaged in threats or picketing in violation of Section 8(b)(4)(ii)(B) of the Act. As D.C. 9 has engaged in secondary activity against other neutral employers Reckson Associates and the Marriott, an order prohibiting any secondary activity against We're Associates or any other employer is warranted." I do not agree.

Charging party is simply incorrect in its assertion that the conduct herein is the "third instance within the past year" where Respondent has violated the Act. Charging Party does not point to any evidence in the record which establishes that contention.

While the record does contain a statement by the General Counsel⁶ that Respondent had previously executed "settlements" in 8(b)(4) cases involving We're and or Bronze and Bonomo, these settlement agreements were not introduced into evidence. Nor does the record establish whether these "settlements" were formal or informal, or whether they contain nonadmission clauses. Thus, no reliance can be placed as these "settlement" agreements in establishing Respondent's alleged proclivity to violate the Act.

I note that informal settlement agreements and formal settlement stipulations containing nonadmission clauses cannot be used for this purpose. *Astoria Mechanical*, supra; *Longshoremen ILA Local 1180*, 263 NLRB 954 fn. 2 (1982). Thus, the only type of settlement agreements that can be used to establish proclivity to violate the Act is a formal settlement, without a nonadmission clause. *Astoria Mechanical*, supra; *Tri-State Building Trades Council*, 257 NLRB 295 fn. 1 (1981); *Teamsters Local 945*, 232 NLRB 1, 3–5 (1977).

While the record also demonstrates that Respondent distributed handbills at facilities of Reckson and Marriott, and may have engaged in some picketing at these facilities, no evidence was adduced that Respondent's conduct at these facilities of Reckson and Marriott, was violative of the Act.

Accordingly, based on the foregoing, I shall deny the Charging Party's request for a broad order, but I shall recommend pursuant to Charging Party's alternative request, that Respondent be prohibited from engaging in secondary conduct against

⁶ I note that the General Counsel has not requested the issuance of a broad order.

We're, where an object is to force or require We're to cease doing business with Bronze, Bonomo, or any other person. *Teamsters Local 456 (Peckham Materials)*, 307 NLRB 612 fn. 4 (1992).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁷

ORDER

The Respondent District Council 9, International Brotherhood of Painters and Allied Trades, AFL-CIO, New York, New York, and Islip, New York, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Picketing or in any other manner inducing or encouraging individuals employed by We're Associates, Inc. (We're), to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, load, unload, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require We're to cease doing business with Gary and George Bronze Painting and Paperhanging Contracting Corp., (Bronze), Vincent Bonomo, Painting Corp. (Bonomo), or with any other person.

(b) Picketing or in any other manner threatening, coercing, or restraining We're, where an object thereof is to force or require We're to cease doing business with Bronze, Bonomo, or any other person.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its New York, New York, and Islip, New York business offices and all meeting halls located within the State of New York copies of the attached notice marked "Appendix."⁸ Copies of the notice, on forms provided by the Regional Director for Re-

gion 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Furnish the Regional Director with a sufficient number of signed copies of the notice for posting by We're, Bronze and Bonomo, provided those employers are willing, at all places where notices to employees are customarily posted.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT picket or in any other manner induce or encourage individuals employed by We're Associates, Inc. (We're), to engage in a strike or refusal in the course of their employment to use, manufacture, process, transport, load, unload, or otherwise handle, or work on any goods, articles, materials, or commodities, or to perform any services, where an object thereof is to force or require We're to cease doing business with Gary and George Bronze Painting and Paperhanging Contracting Corp. (Bronze), Vincent Bonomo Painting Corp. (Bonomo), or with any other person.

WE WILL NOT picket or in any other manner threaten, coerce, or restrain We're, where an object thereof is to force or require We're to cease doing business with Bronze, Bonomo, or any other person.

DISTRICT COUNCIL 9, INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES, AFL-CIO

⁷ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

⁸ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."